

**CONTRACT WITH GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC.  
DBA GPD GROUP FOR CITY ENGINEERING SERVICES FOR THE CITY OF  
BEACHWOOD, OHIO FOR 2022**

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This Contract is entered into on this 7<sup>th</sup> day of January, 2022 by and between Glaus, Pyle, Schomer, Burns and Dehaven, Inc. DBA GPD Group located at 5595 Transportation Boulevard, Suite 100, Cleveland, Ohio 44125, ("Contractor") and the CITY OF BEACHWOOD, OHIO located at 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, that in consideration of the Contractor being selected by City Council as the City's Engineer for the City of Beachwood for 2022, and for the money considerations provided herein, the parties covenant and agree as follows:

1.) (a) For all engineering services, not included in the City's retainer services, compensation shall be made on the basis of time spent by the City Engineer or his employees at the rates set forth in the following schedule of hourly rates, plus expenses and supplies, subject to the limitations set forth hereafter:

Project Principal	\$134.00
Senior Project Manager (E5-6)	\$111.00
Senior Engineer (E4)	\$102.00
Design Engineer (E2-3)/Design Architect	\$95.50
Staff Engineer (E-1)/Staff Architect	\$85.00
Senior Architect	\$102.00
Sr. Landscape Architect	\$102.00
Landscape Architect	\$89.50
Senior Designer (D2)	\$80.00
Staff Designer (D1)	\$65.00
Cad Drafter (Cad 1-3)	\$71.00
Eng.Arch. Intern/Co-op Inspector	\$55.00
Construction Inspector	\$57.00
Construction Inspector Overtime	\$85.50
Construction Coordinator	\$76.50
Sr. Environmental Specialist	\$107.00
Environmental Specialist	\$80.00
Survey Project Manager	\$102.00
Sr. Surveyor	\$97.00
Surveyor	\$90.00
Sr. Survey Technician	\$65.00
Survey Technician	\$55.00
Project Aid / Clerical	\$50.50
Geotech Project Manager	\$115.00
Drill /Lab/Field Manager	\$90.00
Sr. Driller & Field & Lab Tech	\$80.00
Driller & Field & Lab Tech	\$67.00
Asst. Driller & Field & Lab Tech	\$53.00

Geotech Field Supplies and Fixed Costs:

Mortar Cubes	\$11.00 Each
Grout Prisms	\$22.00 Each
Concrete Test Cylinders	\$16.00 Each
Concrete Test Beams	\$50.00 Each
Drill Rig	\$500.00 Per Day
Hydrovac Trailer	\$200.00 Per Day
Floor Flatness Gauge	\$115.00 Per Day
Nuclear Density Gauge	\$60.00 Per Day

(b) For all engineering services identified as retainer services the Contractor shall be compensated at a monthly rate of One Thousand Eight Hundred and Fifty Dollars (\$1,850.00) per month.

2.) The Contractor may be assigned Engineering work by the Mayor, or Department Directors. The Contractor shall not begin any work until it has submitted a letter to the Mayor, with a copy to the Department Director or Chairman of any legislative body assigning such work, clearly defining the scope of the engineering work accepted by the Contractor that will be the subject of later billing, and a purchase order is issued by the City for such work. The City, within its discretion, may solicit bids for Engineering Services from other Engineering companies.

3.) There shall be no charge for out-of-town travel expenses unless such travel is approved by the Mayor in advance. The Contractor shall, on a monthly basis, provide the Mayor and Finance Director with a detailed invoice including a written accounting of all time spent by any representative of the Contractor. Such invoices shall include an itemization of time spent on City matters, a description of the work performed, and an identification of the person performing the work.

4.) The Contractor shall accept no other work within the City from private employers. The Contractor shall avoid all conflicts of interest.

5.) All original plans, drawings, specifications, surveys, reports and other miscellaneous drawings shall be delivered to the City immediately upon completion.

6.) This Contract shall be effective for the period of January 1, 2022 through December 31, 2022, unless canceled in accordance with Section 19.

7.) The City reserves the right to audit all books, time records, invoices, and other documents of the Contractor that relate to any invoices billed to the City of Beachwood, for a period of two (2) years after any such invoice is submitted. The Contractor shall maintain adequate documentation for at least two (2) years to enable the City to conduct such audit.

8.) The Contractor is an independent contractor who shall provide all equipment materials and labor necessary to perform the work. The Contractor shall be responsible for arranging for workers' compensation coverage for its employees, and shall deliver to the

City a copy of a certificate showing compliance with such laws. The Contractor further agrees to file an income tax return with R.I.T.A. in accordance with municipal tax laws.

9.) The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this contract or to furnish satisfactory work in connection with the required services. The Contractor will perform all work in accordance with all Federal, State and local laws and regulations governing such services, including but not limited to equal employment opportunity laws and prevailing wage rates, where applicable. Contractor shall certify compliance with all applicable laws.

10.) Contractor shall provide the work without any sub-contractors, and shall provide proper supervision and supervisory personnel in connection with all of the work.

11.) The Contractor shall furnish the City with evidence of (a) general liability insurance and (b) errors and omissions or professional liability insurance from a company licensed by the State of Ohio, both of which shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for any accidental occurrence or error or omission arising out of any act or omission by the Contractor which causes bodily harm, property damage, or any other damages, and shall cause the City to be named as an additional insured on the general liability policies. The Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work and services provided, and whether involving employee claims or third-party claims.

12.) Findings for Recovery Certification: Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings for Recovery Certification.

13.) This Contract shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the laws of Ohio and the laws of the United States in that order. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Contract, whether between the parties, or of either of the parties' employees, agents or affiliated businesses, will be resolved in the appropriate court in Cuyahoga County, Ohio.

14.) Contractor acknowledges that no modifications can be made to this Contract without prior written consent and prior approval by the City.

15.) Contractor agrees and acknowledges that records created by, received by, or maintained by Contractor during the term of this Agreement and in the performance of the required services may be a public record and agrees to maintain such records in a manner that is consistent with the City's public records policy and records retention policy. All responses to public records requests shall be processed by the City's Law Department.

16.) It shall be the responsibility of Contractor to obtain a copy of the purchase order issued by the City for the approved amount of work being performed under this Contract. Furthermore, it shall be the responsibility of Contractor to track remaining funds available and to not invoice the City for any amounts not approved by the issued purchase order and the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of an issued purchase order or the terms of this Contract will not be paid by the City.

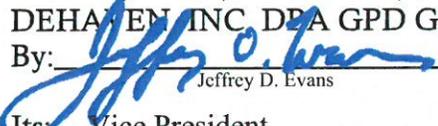
17.) This Contract represents the entire agreement between the parties, will be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

18.) This Contract may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

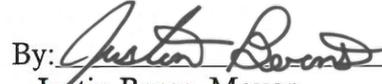
19.) Both the City and the Contractor may terminate this Contractor by giving a thirty (30) day written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

GLAUS, PYLE, SCHOMER, BURNS AND  
DEHAZEN INC. DBA GPD GROUP

By:   
Jeffrey D. Evans  
Its: Vice President

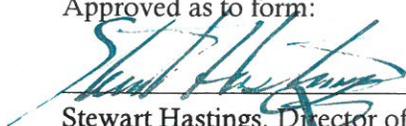
CITY OF BEACHWOOD

By:   
Justin Berns, Mayor

Date: 01/07/2022

Date: 1/10/2022

Approved as to form:



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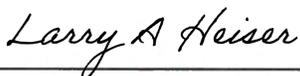
Stewart Hastings, Director of Law  
Nathalie E. Supler, Assistant Law Director  
Matthew A. Kurz, Assistant Law Director  
25325 Fairmount Boulevard  
Beachwood, Ohio 44122  
216-595-5462

Date: 1/7/22

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.



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Larry Heiser  
Director of Finance  
Date: 1/10/2022

**FINDINGS FOR RECOVERY CERTIFICATION**

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against GLAUS, PYLE, SCHOMER, BURNS AND DEHAVEN, INC. DBA GPD GROUP.

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SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE